

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: 5:30 p.m. Public Hearing to Adopt Local Government Development Agreement with Sumter, LLC for Sumter, LLC Industrial Park (Staff recommends approval).

REQUESTED ACTION: **Approve Adoption of Local Government Development Agreement with Sumter, LLC for Sumter, LLC Industrial Park.**

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 2/9/2010
☐ Special Meeting

CONTRACT: ☒ N/A

Effective Date: _____

Vendor/Entity: _____

Termination Date: _____

Managing Division / Dept: _____

Planning

BUDGET IMPACT:

☐ Annual
☐ Capital
☒ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Sumter, LLC applied for a rezoning IP (Planned Industrial) and PIE (Public/ Educational/Institutional) on approximately 180 acres, located on SR 44 to the east of I-75. The proposed Sumter, LLC Industrial Park will contain a maximum of 1,240,800 square feet of industrial, 180,000 square feet of office, and 160,000 square feet of commercial. Due to the significant scale of the project, a condition of approval of the rezoning for this project (R2009-0019) includes the execution of a Local Government Development Agreement, pursuant to Chapter 163, Florida Statutes, between the County and the Park's developer (Sumter, LLC).

A Local Government Development Agreement, pursuant to Chapter 163, Florida Statutes, is a tool used by local governments throughout Florida, primarily for large scale projects below the Development of Regional Impact (DRI) thresholds, to provide for long term certainty to the local government regarding development uses, densities, and intensities, and infrastructure needs; while the developer is provided long term certainty in development standards.

The proposed Local Government Development Agreement for Sumter, LLC Industrial Park provides in part:

- 20-year term of agreement;
 - Establishment of a Property Owner's Association (POA) to maintain all project infrastructure;
 - Limitation of the uses and intensities consistent with the rezoning to IP (R2009-0019);
 - Requirement for full build-out traffic study prior to approval of engineering plan for first development phase;
 - Confirmation that project will be served by appropriate public services;
 - Requirement for an annual report to the County of the status of the project and compliance with conditions of the Development Agreement; and
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- Termination provisions.

Chapter 163, Florida Statutes, requires the County to hold two (2) public hearings to execute a Development Agreement. The Statute allows for one of the public hearings, at the option of the local government, to be held by the Local Planning Agency with the second public hearing held by the local government Governing Body. The Sumter County Zoning & Adjustment Board (ZAB) is the County's designated Local Planning Agency.

LOCAL GOVERNMENT DEVELOPMENT AGREEMENT

**Pursuant To Chapter 163, Florida Statutes
(SUMTER, LLC INDUSTRIAL PARK)**

THIS LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ("Development Agreement") is made and entered into this _____ day of _____, 2010, by and between SUMTER, LLC, a Florida Limited Liability Company ("Sumter, LLC"), whose mailing address is 2212 58th Avenue East, Bradenton, Florida 34203, and THE COUNTY OF SUMTER, a political subdivision of the State of Florida ("County"), whose address is 910 North Main Street, Bushnell, Florida 33513.

RECITALS:

WHEREAS, the Florida Local Government Development Agreement Act, Chapter 86-191, Laws of Florida, now codified at Sections 163.3220 through 163.3243, Florida Statutes, authorizes local governments to enter into development agreements with any person having a legal or equitable interest in real property within their jurisdiction, subject to the procedures and requirements of the Act; and

WHEREAS, Sumter, LLC is the contract purchaser of the parcel of real property located in Sumter County, Florida, described in Exhibit "A" (attached hereto, and hereinafter the "Property"), which is the subject of this Development Agreement, and Sumter, LLC plans a major development thereon; and

WHEREAS, on November 24, 2009, the Board of County Commissioners of the County approved Large Scale Comprehensive Plan Amendment CPA-2009-0001 to change the Future Land Use of 175 acres of the Property to Industrial, and change the remaining 5.06 acres of the Property to Public/Institutional/Educational. After completing its review of Amendment CPA-

2009-0001, the Florida Department of Community Affairs on December 24, 2009, published its Notice of Intent to find Amendment CPA-2009-0001 in compliance with Chapter 163, Part II, Florida Statutes, and Chapter 9J-5 of the Florida Administrative Code; and subsequent to said Notice of Intent, no petition for intervention was filed by any party within the prescribed time period for any such intervention; and

WHEREAS, said Comprehensive Plan Amendment CPA-2009-0001 included a text amendment as Policy 7.1.2.19 of the Future Land Use Element of the Sumter County Comprehensive Plan, which was adopted by the Board of County Commissioners of the County. Said text amendment prescribed several standards for the Property including a limitation of the Industrial uses on the Property to a maximum not to exceed 1,240,800 square feet, a limitation of the Commercial uses to a maximum not to exceed 160,000 square feet, a limitation of the Office uses to a maximum not to exceed 180,000 square feet, and a directive that development of the Property proceed as a Planned Development which shall not exceed the Development of Regional Impact ("DRI") thresholds as defined in Chapter 28-24, Florida Administrative Code, and thus which will not require review under Chapter 380, Florida Statutes; and

WHEREAS, through zoning Resolution _____ the Board of County Commissioners of the County approved the rezoning of 175 acres of the Property to Planned Industrial (IP) with a functional integration of Industrial, Commercial and Office uses. This IP zoning of the Property allows Industrial uses not to exceed 1,240,800 square feet, Commercial uses not to exceed 160,000 square feet, and Office uses not to exceed 180,000 square feet. Through the above zoning Resolution the Board of County Commissioners also approved the rezoning of 5.06 acres of the Property to Public/Institutional/Educational and limited its uses by Sumter, LLC to road crossings, parking, stormwater retention, and open space.

Consistent with Policy 7.1.2.19 of the Sumter County Comprehensive Plan, the proposed development of the Property, including its mix of permissible uses, shall not exceed any DRI thresholds as defined in Chapter 28-24, Florida Administrative Code, and therefore shall not require review under Chapter 380, Florida Statutes; and

WHEREAS, Sumter, LLC has submitted to the County a Concept Plan for the development of the Property as a Mixed Use Planned Development with Industrial uses as well as Commercial and Office uses; and

WHEREAS, the County and Sumter, LLC desire to enter into this Development Agreement to memorialize and confirm their respective Agreements, obligations and covenants regarding the permitted uses, development restrictions and design criteria for the Property; and

WHEREAS the County has held public hearings to encourage and accept public comments with respect to the proposal of Sumter, LLC contained in this Development Agreement, and has considered such public comments: and

WHEREAS, the County has determined that the provisions of this Development Agreement and the contemplated vesting of the development rights incidental to this Development Agreement are consistent with, and do not contravene, the provisions of the Sumter County Comprehensive Plan and the County's Land Development Code; and

WHEREAS, the County has issued its Notice of Intent to consider entering into this Development Agreement by advertisements

published in The Daily Sun, a newspaper of general circulation in Sumter County, Florida, on January 22, 2010 and January 29, 2010 and by mailing a copy of the Notice of Intent to Sumter, LLC and to the persons and entities shown on the most recent tax roll of Sumter County to be the current owners of all properties within 150 feet of the boundaries of the Property, and by announcing the date, time and place of the second hearing during the first hearing; and

WHEREAS, the Sumter County Zoning & Adjustment Board, serving as the Sumter County Local Planning Agency, held a public hearing on February 1, 2010, and the Board of County Commissioners of Sumter County held a public hearing on February 9, 2010 to consider this Development Agreement, and the Board of County Commissioners of Sumter County has found and determined that the execution of this Development Agreement will further the objectives of the Florida Local Government Development Agreement Act and that the development contemplated and authorized by this Development Agreement is consistent with the County's Comprehensive Plan and with its current Land Development Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Sumter, LLC agree as follows, which agreements shall be binding upon the parties and their respective successors and assigns, as applicable:

1. INCORPORATION OF RECITALS: The parties agree that the Recitals set forth above are true and correct, and they are incorporated herein by reference for any and all purposes.

2. DURATION OF DEVELOPMENT AGREEMENT: This Development Agreement shall have a term of twenty (20) years, beginning on the date when all parties hereto have executed this Agreement including approval by the County's Board of County Commissioners.
3. PERMISSIBLE LAND USES AND OTHER RESTRICTIONS:
 - a. Permitted uses of the Property, or of portions of the Property, shall be in accordance with this Section. Permitted uses, as well as prohibited uses, are listed below pursuant to Table 13-362A of the County's Land Development Code, using the prefix numbers from this Table. (Generic prefix numbers ending in "0", "00" or "000" for these land use categories include implicitly all land use numbers and categories in those same-numbered groups ending in digits other than "0"; for example, use category 3.800 (Wholesale Sales and Services) in the list below includes, without limitation, categories 3.813 (Dry cleaning plant et al) and 3.820 (Warehousing and Storage). Only the generic number and use category are listed explicitly here, for brevity. Land uses in the following uses that constitute or require Special or Conditional Use approvals shall require separate review and approval by the County.

Table of Uses

2.000 RESIDENTIAL	Prohibited except for 2.620 below.
2.620 Hotels, motels, and similar businesses or institutions providing overnight accommodations	Permitted
3.100 RETAIL FOOD, BEVERAGES AND SUNDRIES SALES	Permitted
3.200 PERSONAL CARE SERVICES	Permitted except for 3.260 below.
3.260 Bath & massage parlor	Prohibited
3.300 DEPARTMENT, VARIETY AND GENERAL MERCHANDISE STORES	Permitted
3.400 BUSINESS AND PROFESSIONAL SERVICES, SUPPLIES & EQUIPMENT	Permitted
3.500 RECREATION, ENTERTAINMENT, AMUSEMENT AND HOBBIES	Permitted except for uses 3.542, 3.544, 3.545, 3.552, 3.553
3.542 Horseback riding academy, stables and trails	Prohibited
3.543 Golf courses, golf driving range	Permitted
3.544 Automobile, motorcycle horse and dog racing track	Prohibited
3.545 Go-cart track	Prohibited

3.551 Night clubs, private for profit clubs and dance halls	Permitted
3.552 Bottle club	Prohibited
3.553 Sex shop, sexually oriented media shop, sexually oriented motion picture theater, or sexually oriented cabaret	Prohibited
3.560 Radio station, TV studios	Permitted
3.600 HARDWARE; BUILDING MATERIALS, EQUIPMENT, SUPPLIES & FURNISHINGS	Permitted except for use 3.660 below.
3.660 Chemical supplies dealer	Permitted within an enclosed building.
3.700 MOTOR VEHICLES; HEAVY EQUIPMENT AND MACHINERY	Permitted
3.800 WHOLESALE SALES AND SERVICES	Permitted except for use 3.812 below.
3.812 Petroleum products distributor, bulk propane gas distributor	Permitted within an enclosed building. Tank farms prohibited.
3.900 MISCELLANEOUS	Permitted except for use 3.921 below.
3.921 Fish camp with/without lodging, marinas	Prohibited

4.100 MANUFACTURING, FABRICATION, PROCESSING, ASSEMBLY, AND TREATING	Permitted
4.200 STORAGE AND WAREHOUSING, WHOLESALING AND DISTRIBUTION, RESEARCH AND TESTING	Permitted
4.300 HAZARDOUS MATERIALS	Special or Conditional
4.400 SALVAGE/ RECYCLING	
4.410 Motor vehicle/equipment salvage yard	Special
4.420 Non-vehicle salvage yard	Special
4.430 Recycling center for household waste	Permitted within an enclosed building.
4.500 MANUFACTURE, STORAGE OR DISTRIBUTION OF FLAMMABLE OR EXPLOSIVE MATERIALS IN BULK QUANTITIES	Prohibited
5.100 GENERAL GOVERNMENTAL USES	Permitted
5.200 EDUCATIONAL USES	Permitted
5.300 HOUSES OF WORSHIP, CULTURAL FACILITIES	Permitted
5.400 ORGANIZATION USES	Permitted
5.500 HEALTH CARE, INTERMENT, CHILD CARE	Permitted except for uses 5.520, 5.530, 5.540, 5.541, 5.542, 5.560 below.

5.520 Hospital/trauma center	Special
5.530 Handicapped or infirm institution	Special
5.540 Substance abuse treatment and rehabilitation center	Prohibited
5.541 Treatment of non-offenders	Prohibited
5.542 Treatment of offenders	Prohibited
5.560 Cemetery, crematory, mausoleum	Special
5.600 EMERGENCY SERVICES/DETENTION FACILITIES	Permitted except for uses 5.630, 5.640, 5.650 below.
5.630 Firing range	Prohibited
5.640 Adult detention facilities	Prohibited
5.650 Juvenile detention facilities	Prohibited
5.700 PUBLIC WORKS AND UTILITIES	Permitted
5.800 COMMUNICATIONS	Permitted
5.900 TRANSPORTATION	Permitted except for use 5.910 and 5.940 below.
5.910 Airport, public or private	Prohibited
5.940 Railroad station, railroad switching yard	Special
6.000 EXCAVATION and MINING USES	Prohibited

b. No use by itself, nor any combination of uses in this mixed use development, shall reach or exceed any DRI

threshold as defined in Chapter 28-24, Florida Administrative Code, and as per Policy 7.1.2.19 of the Future Land Use Element of the Sumter County Comprehensive Plan.

- c. Setback and Buffers: All buildings within the Property shall meet all required setbacks in Section 13-611 of the Sumter County Land Development Code, and as shown on the Concept Plan for the Property.
- 4. OWNERS ASSOCIATION: Sumter, LLC shall create for the Property an Owners Association (the "OA"), a Florida not-for-profit corporation, which is planned to own and maintain the common areas within the Property. The OA shall also establish and administer rules and regulations for the overall management and coordination of the various businesses within the Property and their activities, site maintenance, travel patterns and parking areas, etc., as will be appropriate for the nature and character of those individual businesses. The OA shall be charged with the authority and obligation to establish and enforce standards for the safety, appearance and general welfare of businesses within the Property, as well as ensuring that the Property's various businesses and their employees and visitors will maintain operations and premises so as to respect the rights and privileges of adjoining property owners.
- 5. JOINDERS BY CONTRACT VENDORS AS OWNERS OF LEGAL TITLE TO PROPERTY: Attached to this Development Agreement, and incorporated herein for any and all purposes, are the Joinders and Consents of the current owners of legal title to the Property: Lee Capital Limited Partnership, a Florida

limited partnership, and the Nellie T. Lee Revocable Trust. Sumter, LLC is party to a current land purchase contract with Lee Capital Limited Partnership and the Nellie T. Lee Revocable Trust, to purchase various lands including the Property which is the subject of this Development Agreement. By their Joinders herewith, Lee Capital Limited Partnership and the Nellie T. Lee Revocable Trust consent to and join in this Development Agreement, and acknowledge that the terms of this Development Agreement shall constitute an encumbrance on the Property, and that future development of the Property shall be subject to the terms and provisions of this Development Agreement.

6. DEVELOPMENT PERMITS APPROVED OR NEEDED FOR THE PROPERTY:

The local development permits already approved or still needed for the development of the Property in accordance with this Development Agreement include the following:

<u>Permit</u>	<u>Status</u>
a. Amendment of the Future Land Use Map Classification of the Property on the <u>County's Comprehensive Plan:</u>	<u>Approved</u>
b. Zoning of the Property under the County's <u>Land Development Code:</u>	<u>Approved</u>
c. County approval of the Concept Plan for the <u>Property:</u>	<u>Approved</u>
d. Southwest Florida Water Management District	

(SWFWMD) Environmental Resource Permit for the
Property's surface water management system: Needed

e. Florida Department of Environmental Protection
(FDEP) Permit for Wastewater Collection system
(existing lift station on SR 44): Needed

f. FDEP Permit for Potable Water Distribution
System (existing main along SR 44): Needed

g. SWFWMD Water Use Permit for irrigation system: Needed

h. Florida Department of Transportation (FDOT)
Driveway Connection Permit (along SR 44): Needed

i. Approval of the Property's planned infrastructure
Construction Plans including approval by the County's
Development Review Committee: Needed

1. Nothing in this Development Agreement shall be considered to excuse or obviate Sumter, LLC's obligation to comply with the terms and provisions of each of the above identified permits or approvals, nor to obligate the County to grant any of the permits or approvals listed above.

2. The failure of this Development Agreement to address or fulfill any particular permit term or condition shall not relieve Sumter, LLC of the obligation to comply with any law governing that permit term or condition in regard to the planned development of the Property, as applicable.

3. The County reserves the right to impose additional terms, conditions or restrictions which it may determine to be necessary for the public safety, health or welfare with respect to the development planned for the Property and described in this Development Agreement, provided any such terms, conditions or restrictions shall not conflict with or contravene the terms of this Development Agreement.

4. (Subdivision): Sumter, LLC acknowledges that, if Sumter, LLC or any successor or assign shall divide the Property, or sell off portions of the Property, so as to create a "subdivision" as defined in Chapter 177.031, Florida Statutes, Sumter, LLC or its successor or assign shall meet and fulfill any requirements for this subdivision according to Chapter 177, Florida Statutes, and the County's Land Development Code,

7. PUBLIC FACILITIES:

The public facilities that will serve the planned development of the Property, as described in this Development Agreement, are listed below, including the person or entity which shall provide these facilities or services, and the date or schedule for their construction so that these facilities and services will be available concurrent with the impacts of the Property's development:

- a. Roadways: The Property is located entirely within the jurisdictional boundaries of the County. No publicly dedicated roadway shall be constructed within the Property. The Property is planned to be developed in sequent phases. Sumter, LLC shall install and construct all required internal streets parking areas and other travelways required for each development phase, and shall complete them in a

timely manner before the opening of each such development phase. The County shall have no obligation to construct, improve or maintain any of the roadways or travelways within the Property. All these internal travelways are planned to be owned by the OA, which shall be responsible for their subsequent maintenance and repair, unless other comparable agreements are made with owners of individual tracts or parcels within the Property for the maintenance of these travelways. Prior to the submittal by Sumter, LLC to the County of a site plan for the first development phase or building within the Property, Sumter, LLC shall undertake or commission a traffic analysis, to be prepared by a reputable and licensed traffic engineer for such traffic studies, whose report shall analyze and describe the offsite roadway impacts to be expected from the project's planned uses and vehicle trips (and not merely the traffic impacts of the first development phase). The traffic study shall be prepared consistent with the County's traffic study methodology and will be reviewed and approved by the County. If the traffic study indicates the need for mitigation to roadways impacted by the project to either maintain adopted level of service standards or bring existing roadways to an acceptable standard to accommodate the increased traffic demand of the project, the Sumter, LLC shall be responsible to make the required improvements, or to fund their proportionate share of the cost of the required improvements consistent with the County's Proportionate Share Ordinance (Ordinance 2006-36, or to enter a comparable agreement with the County or the State of Florida that addresses and fulfills the additional improvement needs indicated by this traffic study. This Development Agreement does not preclude the execution of road impact fee credit or reimbursement agreement between the County and Sumter, LLC consistent with the County's ordinances. In addition, this Development Agreement does not obligate the County to approve any such future road impact fee credit or reimbursement agreement.

- b. Surface Water Management System: Sumter, LLC shall be responsible to design, construct and maintain a surface water management system for all stormwater drainage, runoff and retention on the Property.

This system shall be designed according to the regulations and criteria of the SWFWMD and the County, and shall be permitted by the SWFWMD. This system shall be installed in a timely manner so as to be complete and able to manage the stormwater requirements of each sequent development phase at the start of each such phase. The County shall have no obligation to install or maintain any of these stormwater improvements or system. Sumter, LLC shall have the right, subject to the permits and approval by the SWFWMD, to assign to the OA the ownership rights to this surface water management system as well as the responsibility to inspect, maintain and repair these system improvements according to the above permit conditions.

c. Potable Water: Potable water to serve the Property shall be provided by the City of Wildwood ("City") in accordance with the City's agreement with the County for the provision of such utility services within the City's and County's Urban Services Area. Sumter, LLC and the County acknowledge that the City will only provide potable water service under an agreement with Sumter, LLC for such water service. At the present time the City has sufficient permitted water service capacity, unreserved, to serve the water needs of the Property. Sumter, LLC will enter into an agreement with the City, before the start of any development phase of the Property, for the provision of potable water service.

d. Wastewater Collection: Similar to water service, wastewater collection service to the Property shall be provided by the City in accordance with its agreement with the County for the provision of such utility services. Sumter, LLC and the County acknowledge that the City will only provide wastewater collection service under an agreement with Sumter, LLC for such service. At the present time the City has sufficient treatment capacity, unreserved, to serve the wastewater collection needs of the Property, Sumter, LLC will enter into an agreement with the City, before the start of any development phase of the Property, for the provision of wastewater collection service.

e. Solid Waste Collection: Solid waste collection service for the Property will be provided by a private solid waste hauler. Solid waste disposal will be provided by the County's solid waste facility, which has sufficient permitted and constructed capacity, unreserved, available to provide solid waste disposal service for development of the Property.

f. Fire and Emergency Services: Fire and emergency services for the Property will be provided by the County's Fire Rescue Department. The County presently has sufficient permitted and constructed fire services capacity, and emergency services training and certifications, to provide these services to the Property without a decrease in the level of service provided.

8. ANNUAL REPORT: Consistent with Section 163.3235, Florida Statutes, Sumter, LLC shall file an Annual Report with the County, to confirm its continuing compliance with the terms of this Development Agreement. During the first five (5) years of the term of this Development Agreement, Sumter, LLC shall file its Annual Report no later than thirty (30) days prior to the expiration of each annual term. During the sixth (6th) through the tenth (10th) years of the term of this Development Agreement, the Annual Report shall be submitted to both the County and the Florida Department of Community Affairs. The Annual Report shall contain the information required to be submitted under the then-existing provisions of Chapter 163, Florida Statutes, and such other information as may be reasonably required by the County according to the terms and conditions of this Development Agreement. The County shall have the right, without modification of this Development Agreement, to agree to eliminate some or all of the reporting requirements for the Annual Report, by separate written agreement with Sumter, LLC.

9. NOTICES:

a. Any demand or request given or required to be given by any party to this Development Agreement, and any notice required or permitted hereunder, shall be in writing (unless otherwise provided herein), and shall be deemed to have

been given by any of the following methods: when received if delivered personally, sent by facsimile, telex or telegram, sent by Federal Express or a similar overnight courier, one day after depositing said notice with said Federal Express or other overnight courier, charges prepaid, for next-day delivery, or sent by mail, five(5) days after mailing if such notice has been delivered to the U.S. Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth below.

Any notice to Sumter County shall be given or addressed to:

Sumter County, Florida
Attention: County Administrator
910 North Main Street
Bushnell, FL 33513

With copies to:

Sumter County Attorney 910 North
Main Street Bushnell, FL 33513

Sumter County Planning Department 910 North
Main Street Bushnell, FL 33513

Any notice to Sumter, LLC shall be given or addressed to:

Sumter, LLC
2212 58th Avenue East
Bradenton, FL 34203

With copies to:

Lee Capital Limited Partnership 1403
East State Road 44 Wildwood, FL
34785

Nellie T. Lee Revocable Trust 1403
East State Road 44 Wildwood, FL
34785

b. Any party hereto may change its address or addresses to which subsequent notices are to be delivered or sent, by giving written notice of such change to the other parties to this Development Agreement in the manner provided above.

10. ENFORCEMENT: Enforcement of this Development Agreement may be undertaken through the Sumter County Board of County Commissioners. Upon approval of this Development Agreement, the Property shall be used only for the uses permitted herein. No changes to these permitted uses, nor any further expansion or addition to these permitted uses, nor any addition to the facilities, shall be permitted except as approved by formal amendment of this Development Agreement.

11. CONFLICT: In the event of any conflict between the terms or provisions of this Development Agreement and the County's Land Development Code, the terms or provisions of this Development Agreement shall control. Any matters which are not specifically addressed in this Development Agreement shall be controlled according to the terms or provisions of the County's Land Development Code, as amended.

12. TERMINATION: Any termination of this Development Agreement shall only be in accordance with the following provisions:

a. Termination by Mutual Consent: This Development Agreement may be terminated by the mutual agreement of the County and Sumter, LLC, evidenced by writing and signed by appropriate representatives of each party.

b. Termination by the County: If the County determines, on the basis of the Annual Report or otherwise, that Sumter, LLC has failed to comply with the terms of this Development Agreement,

the County, after written notice to Sumter, LLC setting a reasonable time to cure any such non-compliance by Sumter, LLC, may terminate or modify this Development Agreement; provided that, if a modification order to be made by the County is not accepted in writing by Sumter, LLC within the time reasonably prescribed by the County, this Development Agreement may be terminated by the County. A determination of non-compliance pursuant to this Section shall be made only after a public hearing, notice of which, specifying the alleged acts or omissions of Sumter, LLC considered by the County to be a failure of compliance under the terms of this Development Agreement, shall be provided to Sumter, LLC at least twenty (20) days prior to such public hearing. At the hearing the County's representatives and Sumter, LLC's representatives shall be entitled to present evidence and argument on all issues presented, and also to submit rebuttal evidence and argument.

- c. Effect of Termination: Upon the occurrence of either (i) the expiration of the term of this Development Agreement, or (ii) the termination of this Development Agreement under the provisions of Section 12(b) above, the provisions of Sections 3 and 7 of this Development Agreement shall remain in full force and effect, and shall be binding upon Sumter, LLC and any successor in title to Sumter, LLC as to the Property or any portion thereof. In the event of termination of this Development Agreement under the provisions of Section 12(a) above, all rights of Sumter, LLC and the County hereunder shall terminate, and subsequent development of the Property shall be limited to those uses permitted in the then existing land use designation(s) of the Property or any portions thereof, as set forth on the Future Land Use Map of the County's Comprehensive Plan and according to the then-existing zoning designation(s) of the Property or any portions thereof, or any subsequent amendments thereto.

13. BINDING EFFECT: The terms and conditions set forth in this Development Agreement shall inure to the benefit of Sumter, LLC as the

contract purchaser of the Property, and to any successor in title to Sumter, LLC as to the Property or any portion thereof, and shall additionally constitute a covenant running with title to the Property or any portion thereof, and shall be legally binding upon any heirs, assigns and successors in title or interest to Sumter, LLC as the contract purchaser of the Property or any portion thereof.

14. LITIGATION: In the event of any litigation arising out of this Development Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

15. AMENDMENT: This Development Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Development Agreement.

16. SUCCESSORS AND ASSIGNS: All covenants and agreements in this Development Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

17. SEVERABILITY: In the event that any provision or section of this Development Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Development Agreement.

18. APPLICABLE LAW: This Development Agreement shall be construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of Florida. The venue for any litigation arising out of this Development Agreement shall be Sumter County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the date(s) below. The date of the last signature below shall complete the execution of this Development Agreement, and shall also be the start of the Development Agreement's term as described in Section 2, and shall also be the reference date for the required Annual Reports described in Section 8 above.

ATTACHED ARE SEPARATE SIGNATURE PAGES FOR:

- (1) Sumter County, Florida
- (2) Sumter, LLC
- (3) Joinders and Consents of:
 - (a) Lee Capital Limited Partnership
 - (b) Nellie T. Lee Revocable Trust

**SIGNATURE PAGE OF SUMTER COUNTY, FLORIDA TO
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT BETWEEN
SUMTER COUNTY AND SUMTER, LLC**

AS TO COUNTY:

SUMTER COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

By: _____

Doug Gilpin, Chairman

Board of County Commissioners

Approved as to Form & Content

By Sumter County Attorney:

County Attorney

Print Name: _____

ATTEST:

Clerk of Court

APPROVED BY BOARD OF COUNTY COMMISSIONERS ON: _____

SIGNATURE PAGE OF SUMTER, LLC TO
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT BETWEEN
SUMTER COUNTY AND SUMTER, LLC

SUMTER, LLC

A Florida Limited Liability Company

By: _____

Carlos Beruff, President

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing LOCAL GOVERNMENT DEVELOPMENT AGREEMENT was acknowledged before me this _____ day of _____, 2010, by Carlos Beruff, President of Sumter, LLC, a Florida Limited Liability Company on behalf of the Company. He is ____ personally known to me; or _____ he has produced _____ as identification.

Print Name: _____

Commission Number: _____

Commission Expires: _____

**JOINDER AND CONSENT OF LEE CAPITAL LIMITED PARTNERSHIP TO
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT BETWEEN
SUMTER COUNTY AND SUMTER, LLC**

THE UNDERSIGNED, LEE CAPITAL LIMITED PARTNERSHIP, a Florida Limited Partnership, as the holder of legal title and the contract vendor in a land purchase contract with Sumter, LLC for purchase of a portion of the Property which is the subject of this Development Agreement, does hereby consent to the terms and provisions of this Development Agreement, as set forth in Section 5 thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this _____ day of _____, 2010.

Signed and sealed in our
Presence as witnesses:

LEE CAPITAL LIMITED PARTNERSHIP
A Florida Limited Partnership

By: LEE CORPORATION, a Florida
Corporation, General Partner

Print Name

Sherilyn Lee
President

Print Name

and By: _____
Sherilyn Lee, as Co-Trustee
of the NELLIE T. LEE
REVOCABLE TRUST u/a/d October
25, 2000, as amended

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing LOCAL GOVERNMENT DEVELOPMENT AGREEMENT was acknowledged before me this _____ day of _____, 2010, by Sherilyn Lee, President of Lee Corporation, a Florida corporation, as General Partner of Lee Capital Limited Partnership, a Florida limited partnership, on behalf of the partnership, and as Co-Trustee of the Nellie T. Lee Revocable Trust u/d/a October 25, 2000, as amended. She is _____ personally known to me; or _____ he has produced _____ as identification.

Print Name: _____

Commission Number: _____

Commission Expires: _____

**JOINDER AND CONSENT OF NELLIE T. LEE REVOCABLE TRUST TO
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT BETWEEN
SUMTER COUNTY AND SUMTER, LLC**

THE UNDERSIGNED, NELLIE T. LEE REVOCABLE TRUST, as the holder of legal title and the contract vendor in a land purchase contract with Sumter, LLC for purchase of a portion of the Property which is the subject of this Development Agreement, does hereby consent to the terms and provisions of this Development Agreement, as set forth in Section 5 thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this _____ day of _____, 2010.

Signed and sealed in our
Presence as witnesses:

NELLIE T. LEE REVOCABLE TRUST
u/d/a October 25, 2000, as amended

By: _____
Sherilyn Lee, Co-Trustee

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing LOCAL GOVERNMENT DEVELOPMENT AGREEMENT was acknowledged before me this ____ day of _____, 2010, by Sherilyn Lee, as Co-Trustee of the Nellie T. Lee Revocable Trust u/d/a October 25, 2000, as amended. She is _____ personally known to me; or _____ he has produced _____ as identification.

Print Name: _____

Commission Number: _____

Commission Expires: _____

SKETCH OF DESCRIPTION

NOT A FIELD SURVEY

Exhibit A

SHEET 1 OF 2

LEGAL DESCRIPTION:

A PORTION OF SECTION 2 AND SECTION 3, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 OF SECTION 2-19-22; THENCE SOUTH 89°59'12" EAST ALONG THE SOUTH LINE OF SW 1/4 OF THE NW 1/4, SECTION 2-19-22, A DISTANCE OF 1310.74 FEET; THENCE NORTH 00°15'09" EAST ALONG THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SECTION 2-19-22, A DISTANCE OF 1326.86 FEET; THENCE NORTH 89°56'38" EAST ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 SECTION 2-19-22, A DISTANCE OF 121.64 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF STATE ROAD NUMBER 44; (THE FOLLOWING 3 COURSES ARE ALONG THE SOUTHWEST RIGHT OF WAY LINE OF STATE ROAD NUMBER 44) THENCE SOUTH 37°37'01" EAST 169.55 FEET; THENCE NORTH 52°22'59" EAST 8.00 FEET; THENCE SOUTH 37°37'01" EAST 2850.00 FEET; THENCE SOUTH 52°22'59" WEST 1015.61 FEET; THENCE NORTH 87°13'54" WEST 1194.49 FEET; THENCE NORTH 00°14'34" EAST 523.17 FEET; THENCE NORTH 89°20'12" WEST 295.00 FEET; THENCE SOUTH 00°14'34" WEST 752.73 FEET; THENCE SOUTH 85°01'29" WEST 1026.91 FEET; THENCE NORTH 88°01'31" WEST 786.75 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF FLORIDA'S TURNPIKE, INTERSTATE I-75; THENCE NORTH 17°56'28" WEST ALONG AFOREMENTIONED EASTERLY RIGHT OF WAY, 1983.14 FEET; THENCE NORTH 89°02'28" EAST ALONG THE NORTH LINE OF THE SE 1/4 OF SECTION 3-19-22, A DISTANCE OF 1426.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 180.06 ACRES MORE OR LESS.

ABBREVIATIONS:

LB = LICENSED BUSINESS
CL = CENTERLINE
P.O.B. = POINT OF BEGINNING
ORB = OFFICIAL RECORD BOOK
PG = PAGE
REF. = REFERENCE POINT
SEC. = SECTION

GENERAL NOTES:

- COPIES OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
- BEARINGS SHOWN HEREON ARE ASSUMED AND REFERRED TO THE SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, SECTION 2-19-22, HAVING A BEARING OF S89°59'12"E

JUNE 23, 2009

ALEXANDER G. DUCHART, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5998

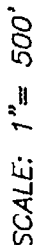


**FARNER
BARLEY**
AND ASSOCIATES, INC.

4450 NE 83RD ROAD - WILDOOD, FL 34785 - (352) 748-3126

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

NOT A FIELD SURVEY



SCALE: 1" = 500'

SW 1/4 OF NW 1/4

POINT OF BEGINNING
WEST 1/4 CORNER
SECTION 2-19-22

N89°02'28"E 1426.31'

S89°59'12"E 1310.74'

8' FLORIDA POWER CORPORATION
EASEMENT ORB 86, PAGE 649

SE 1/4 SEC. 3-19-22

SECTION 3-19-22

SE 1/4
EASTERLY RIGHT-OF-WAY FLORIDA TURNPIKE
75' EASEMENT PER ORB 468, PG. 143
N17°56'28"W 1983.14'
FLORIDA'S TURNPIKE - INTERSTATE I-75

7/1 MS 50 7/1 MN

CORPORATION EASEMENT

13.20.74

5001434W 752.73

295

-05°01'29"W 1026.91'

4/15/40

N 88° 01' 31" W 786 75'

1,000,000

0001434E

1877354W

SE 1/4 OF SW 1/4

SW 1/4 OF SE 1/4

NE 1/4 OF SW 1/4

TOTAL AREA = 180.06 ACRES±

2850.00'

STATE ROAD NO. 44
S3737
SOUTHWEST RIGHT

ROAD NO. 44
S37°37'01"E
SOUTHWEST RIGHT-OF-WAY

~~SE 1/4 OF NW 1/4~~

N0075.09'E 1326.86'
WEST LINE OF SE 1/4 OF
NW 1/4 OF SEC. 2-19-22

22'59"£
8.00'

N 89° 56' 38" E
- 121.64'



**PEARNE
PEARLE**
AND ASSOCIATES, INC.

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
18-4709

4450 NE 83RD ROAD - WILLOWOOD, FL 34785 - (352) 748-3126

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